

The New Jersey Department of Human Services

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Division of Developmental Disabilities **Conversion of Housing Payments from** **Division Contracts to the Supportive** **Housing Connection**

Fee for Service Housing Cost Transition: What Will Change?

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For individuals who live in DDD funded residential settings, there will be three primary housing related changes:

- **The individual (or his/her guardian) will be required to sign a tenancy agreement in the form of written lease or residency agreement that includes information on tenant rights.**
- **DDD funded housing payments will shift from being paid through DDD contracts with the provider agencies to being paid through the Supportive Housing Connection (SHC).**
- **The amount and the process by which an individual contributes to his/her housing related costs, currently called Contribution to Care, will change.**

Types of Settings Currently Funded by DDD

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Current Types of DDD Funded Residential Settings Defined

- **Provider and state owned sites:** Properties owned by the provider or DDD.
- **Third party landlord (individual):** Units rented from a private landlord or property management company directly to the individual or guardian.
- **Third party landlord (agency):** Units rented from a private landlord or property management company directly to an agency.
- **Third party landlord (family member):** Properties owned by a family member of an individual residing in the unit. The unit is rented directly to the provider.
- **Family owned:** Properties owned by a family member of an individual residing in the unit.
- **HUD Sites:** Properties with rental assistance either project or tenant based that are not funded by DDD.

Establish Tenancy Agreement

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In the fee for service system, individuals will no longer have to pay 75% Contribution to Care to the Division. Individual's will contribute 30% of their gross annual income toward the monthly rent, plus whatever additional percentage is determined by the service provider as needed to cover other costs for the individual. Please note, an annual deduction of \$480 for those receiving Social Security Benefits will be factored into the calculation to allow for personal needs allowance.

Individuals will need to have a written tenancy agreement providing them with tenant rights. The individual or his/her guardian, if applicable, will need to sign this document along with the DDD Rental Subsidy Agreement. Services providers will have the option of using a lease or residency agreement in residential settings where the property is not currently leased directly to the individual receiving services.

Please visit to the Division's Website under "Community Living Options" to download the sample residency agreement: <http://www.state.nj.us/humanservices/ddd/resources/community/>

Establishing Tenancy Agreements Continued

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Tenancy agreement type based on current residential setting:

- **Provider and state owned sites:** Lease or residency agreement.
- **Third party landlord (lease signed by the individual):** Lease.
- **Third party landlord (lease signed by the agency):** Sub-lease or residency agreement.
- **Third party landlord (lease signed by family member):** Sublease or residency agreement
- **Family owned:** A lease between the family and service provider must be first be established. Service provider may then either create a sub-lease or residency agreement.
- **HUD Sites:** These properties are ineligible for subsidies administered through the SHC.

Sample Residency Agreement

This residency agreement is between DDDD INDIVIDUAL NAME whose guardian/legal representative, if applicable, is GUARDIAN NAME and SERVICE PROVIDER.

The agreement provides INDIVIDUAL NAME legal residency at VID OF HOME (Ex. GH999) ADDRESS OF RESIDENCE in CITY, NJ, from START DATE to END DATE. My service provider agrees to adhere to the standards set forth in 42 CFR 441.301 (c) (1)-(5) – Contents of Request for a Waiver. Complete text found at https://www.ecfr.gov/cgi-bin/text-idx?node=se42.4.441_1301&rgn=div8.

The total rent that is to be paid is TOTAL RENT. My portion will be 30% of my total monthly income. Each month, I or my Representative Payee (The person who receives my monthly benefits and handles my finances) will pay my portion of the rent, and the remainder of my portion of the rent will be paid through the Supportive Housing Connection. Rent checks are due on the ENTER DATE OF EACH MONTH of each month payable to SERVICE PROVIDER and should be mailed to ADDRESS OF PAYEE.

If I or my guardian/legal representative end this agreement:

1. We understand that I will have to move;
2. We will work with my support coordinator or case manager to plan the move. My support coordinator or case manager will help me explain this to my service provider and tell them about my plans;
3. We will give at least 30 days written notice to my service provider before I move unless we both agree to provide less time; and
4. My service provider will continue to support me until I find a new service provider, place to live and can coordinate the move.

If my service provider decides to end this agreement:

1. My service provider will notify me or my guardian and my support coordinator in writing of their intention to terminate services/housing;
2. My service provider will follow the policies as outlined in **Division Circular 36 – Transfer or Discharge** by notifying the Division of Developmental Disabilities (Division) by telephone and in writing, which will include substantive evidence as to why I can no longer be served by the service provider;
3. The Division will review the request and determine whether the standards set forth in **Division Circular 36 – Transfer or Discharge** that would necessitate discharge exist;
4. The Division will communicate the outcome to my guardian and myself;
5. Should the outcome be that my service provider's request to terminate my services is approved, my service provider will continue to support me until I find a new service provider, place to live and can coordinate the move. In this circumstance, the Division, my support coordinator, my guardian and I will make all reasonable efforts to expedite a move;
6. My guardian and I will be given at least 60 days-notice, but can move sooner if we agree to.
7. My guardian and I have the right to appeal based on the policies outlined in **Division Circular 36 – Transfer or Discharge**.

8. My service provider and my Support Coordinator will notify the Division's Housing Subsidy Unit at 732.968.4222 of the date I will move from my current residence and the date I will move into my new residence so that rental payments can be adjusted in a timely fashion.

As the guardian of INDIVIDUAL NAME, I agree to alert the current Representative Payee, the party responsible for payment of rent, as to the terms of this agreement so that payment can be made accurately and promptly. Additionally, I understand that in order to maintain eligibility for Division services, I must be in compliance with the waiver program I am enrolled in.

Information related to the Supports Program can be located at:

http://www.nj.gov/humanservices/ddd/programs/supports_program.html

Information related to the Community Care Waiver can be located at:

<http://www.nj.gov/humanservices/ddd/services/ccw/index.html>

The signatures below indicate acceptance of the terms of this agreement as well as attached and related addendums.

Individual/Guardian Signature

Date

Service Provider Signature

Date

Residency Agreement Addendum

RIGHTS OF RESIDENTS IN HCBS SETTINGS (42 CFR 441.301*)

1. Individuals shall have privacy in their sleeping and living quarters. This includes but is not limited to the following:
 - a. Units will contain entrance doors lockable by the individual with only appropriate staff having keys to doors as needed (each provider agency should specify which staff shall have access and under what circumstances).
 - b. Individuals sharing bedrooms shall have a choice of roommates.
 - c. Individuals have the freedom to furnish and decorate their sleeping or living quarters.
2. Individuals are free to control their own schedules and activities.
3. Individuals shall have access to food at any time, unless restrictions exist in their service plan for a justifiable reason.
4. Individuals have the right to receive visitors of their choosing at any time.
5. The service provider shall ensure that the individuals unit is physically accessible to the individual's needs in order to afford him or her full enjoyment of the premises.
6. All efforts will be made by the service provider to try to settle any matters or disagreements with the individuals to avoid service termination. This includes the service provider's best efforts to facilitate the relocation or transfer of an individual with the help of all other responsible agencies or providers and with the consent of the individual. A decision to terminate services shall be the option of last resort.
7. Any modifications of the above conditions must be supported by a specific assessed need and justified in the individual's service plan.

**The above is an abbreviated summary of 42 CFR 441.301 (c) (1)-(5). Full text of this document can be found at: https://www.ecfr.gov/cgi-bin/text-idx?node=se42.4.441_1301&rqn=div8 and should be reviewed by the service provider.*

New Jersey Division of Developmental Disabilities
Rental Subsidy Agreement

Introduction

You have been selected to receive a Division of Developmental Disabilities' (Division) rental subsidy.

Basic Program Guidelines

1. Individuals must maintain eligibility for Division services in order to receive/maintain an SHC rental subsidy. This includes Medicaid eligibility and cooperation with all relevant monitoring requirements for the Supports Program or Community Care Waiver (depending on which one they are enrolled in).
2. Individuals must notify assigned Division staff when moving into a unit, renewing a lease, any change in income or change in number of residents in household. The tenants will be considered as adding a household member if they have another person residing in the unit for four or more consecutive weeks. An individual's support coordinator or service provider can provide this notification on their behalf but the individual should verify that this communication has occurred to ensure that there are no lapses in rental payments.
3. The resident is required to pay their portion of the rent directly to the landlord. In addition, the resident is required to pay and maintain all utilities as per the terms of their rental agreement. Payment to a family member for rent or room and board is prohibited. Individual may receive support from utility assistance programs.
4. Tenants are required to apply for federal, state or local housing assistance programs for which they are eligible (example: Housing Choice Voucher – formerly known as Section 8) when waiting lists open and/or applications are being accepted. Failure to apply for and accept other rental subsidy assistance that is available will result in the loss of this subsidy. Upon approval for a regular or mainstream voucher/certificate/subsidy, the resident must comply with the coordinating program's approved living arrangement guidelines and tenant portion responsibility guidelines.
5. Applicants must remain in the residence for the term of their lease, as negotiated with their landlord, in order to remain eligible for the rental subsidy program. After that time, 30 days written notice must be provided and sent to the Division if the resident intends to move out of the unit.
6. Rent and rental subsidies will continue to be paid for up to six months during periods of hospitalization. Consideration should be given to shorten this time frame if the resident so desires (for example, if the lease is set to expire). In instances where an individual no longer resides in a location and it is not due to hospitalization, no additional months rent will be paid.
7. Rental Units licensed under the Community Care Waiver must meet N.J.A.C 10-44A Standards for Community Care Waiver placements. Residents must allow state staff to inspect the units according to DHS Office of Licensing established inspection guidelines.
8. Rental Units not licensed under the Community Care Waiver must meet HUD Quality Standards. Residents must allow state staff to inspect the unit prior to occupancy and re-inspect up to 90 days before the end of each lease year to ensure these standards continue to be met. Thirty days will be allowed for corrections (24 hours for life-threatening issues).

What is the purpose of HUD Housing Quality Standards?

The purpose of the rental subsidy program is to provide "decent, safe and sanitary" housing at an affordable cost to low-income DDD eligible individuals. Housing Quality Standards defines "standard housing" and establishes the minimum quality criteria necessary for the health and safety of program participants. All housing units must meet these housing quality standards in order to participate in the rental subsidy program.

What are the 13 key aspects of housing quality covered by performance requirements and acceptability criteria in the Housing Quality Standards?

- | | |
|---|-------------------------------|
| - Operational sanitary facilities | - Satisfactory water supply |
| - Adequate food preparation and refuse disposal | - Absence of lead based paint |
| - Space and security | - Safe access |
| - Controlled thermal environment | - Site and neighborhood |
| - Illumination and electricity | - Sanitary condition |
| - Operational smoke detectors | - Safe structure materials |
| - Satisfactory interior air quality | |
9. The resident must not commit any serious or repeated violation of the lease.
 10. The resident cannot engage in drug related criminal activity, violent or any other criminal activity.

11. The resident cannot receive DDD Rental Subsidy assistance while receiving another housing subsidy.
12. Individuals must comply with providing documentation required including proof of total household income, information on other residents living in the home (even if not served by the Division) and a copy of annual lease.
13. Individuals are provided a voucher for a one-bedroom apartment. The Division will NOT pay any rent over Published Rent Standards (PRS, using guidelines by NJ Department of Human Services). Individuals must receive prior authorization before adding household members and bedrooms. Again, Gross Annual Income is based on all residents in household, requiring proof of income from each household member.
- 14.
15. When there is a documented order of custody or shared custody where the consumer is expected to provide care for his/her children:
 - Children under the age of five, of different sexes, will be asked to share a bedroom.
 - Children over the age of five of the same sex will be asked to share a bedroom.
 - Children over the age of five of different sexes will not be asked to share a bedroom.
16. The subsidized units may not be used for commercial activities. Units must remain residential in use as defined by HUD and IRS guidelines.
17. Rental subsidies cannot be used in Level A+, A, B, C, RHCF's, Boarding Homes, Residential Healthcare Facilities, Rooming Houses or any location owned by a family member. Additional "fees" for having pets in the unit will not be provided/reimbursed.
18. Resident must notify DDD upon receipt of an eviction notice.

Grounds for Division to Deny or Terminate a Rental Subsidy

1. The resident violates any obligation under the New Jersey Division of Developmental Disabilities Rental Subsidy Agreement.
2. The resident engages in criminal activity including drug related or violent activity.
3. The resident commits fraud, bribery or any other corrupt or criminal act in connection with the NJ DDD Rental Subsidy program.
4. The resident allows other individuals to live in the rental unit that have not been reported to the Division and received prior approval.
5. The resident refuses to pay their portion of the rent, for damages to the unit or other amounts owed by the resident under the lease to the landlord.

Complaint/Grievance Procedure

The program is subject to appropriate grievance and complaint procedures in accordance with Division policies.

I, _____ have read and agree to abide to the New Jersey Division of Developmental Disabilities Rental Subsidy Agreement.

Signature of tenant or legal guardian

Date

Step 1: Tenant Documents

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The individual or his/her legal guardian must sign two documents:

- **Lease or residency agreement**
- **DDD Rental Subsidy Agreement**

For individuals with BGS appointed guardians the service provider should send the following the following information to the DDD Housing Subsidy Unit:

- **Lease or residency agreement leaving the guardian signature blank.**
- **DDD Tenant Subsidy Agreement leaving the guardian signature blank**
- **The name, address, phone number and email address of the individual's payee; and**
- **The name, address, phone number and email address of the representative at the service provider agency the signed document should be returned.**

The Housing Subsidy Unit will forward the information to BGS for signature.

BGS will review, sign and return the documents to the representative at the service provider agency indicated.

Step 2: Landlord Documents

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Landlord documents:

- **HAP (Housing Assistance Payment) Contract**
- **SHC Addendum to the HAP Contract**
- **W9**

Each landlord will need to complete one set of documents in order to arrange payments.

Setting type:

- **Provider and state owned sites: Provider is the landlord.**
- **Third party landlord (individual): Lease. Third party landlord completes the documents.**
- **Third party landlord (agency): Provider is the landlord.**
- **Third party landlord (family member): Provider is the landlord.**

In all settings, the landlord will receives two payments (tenant portion and subsidy portion) which combined will equal the total rent per site.

Step 3: How to Determine the Total Rental Reimbursement Per Site

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Residential settings covered under single room occupancy (SRO) include state and agency owned properties. SRO rental reimbursement determination:

- Using the New Jersey DHS Published Rent Standards (PRS) identify the county where the property is located and the coordinating single room occupancy(SRO) amount.
- The SRO amount is then multiplied by the number of bedrooms occupied by Division funded individuals up to a factor of five (5). If a bedroom is shared by more than one individual, it is still considered one SRO. This amount is the total monthly rent for the site.
- The total rent is then divided by the number of individuals who reside in the particular site. All individuals in the home then contributes 30% of their gross annual income toward their equal portion of the total monthly rent minus an annual deduction of \$480.00 in consideration for PNA, utility deduction as applicable, along with a standard \$400.00 annual head of household deduction.
- Vacancies and bedrooms used as staff offices are not funded.
- Security deposits are not permitted.

**Division of Developmental Disabilities Housing Subsidy Program
 Tenant and Subsidy Contribution Worksheet for SRO Settings**

STEP 1 - Determining Total Rent for Property

1. Select the Single Room Occupancy (SRO) Rates based on county where the site is located:		
2. Select the number of usable bedrooms that Division eligible individuals will reside in, please note a maximum of five (5) SRO's will be applied to		
3. Select the total number of tenants supported in the program:		
4. Rent Calculation (Please round to the nearest dollar)		
Enter the SRO amount selected (Dollar Amount from number 1):		
	Program Rent:	\$ -
	Rent per Tenant:	

STEP 2 - Tenant Income Source(s)

1. Each tenant, including those sharing a bedroom, is responsible to contribute 30% of his/her income using the formula below in step 3. This amount must be sent directly to the landlord each	
2. Check the appropriate income source(s) and attach the corresponding income verification to this page for each tenant in the group home or supervised apartment. Please also complete and submit the enclosed W9 and landlord direct deposit form	
A. Supplemental Security Income (SSI). Please include a current award letter.	
B. Social Security Disability (SSD). Please include a current award letter.	
C. Employment (Please include the last 4 consecutive pay stubs)	
D. Statements from any assets retained if the amount exceeds \$5,000	
E. Other. Please list and include written verification from source.	

STEP 3 - Determining Tenant Contribution and Subsidy Amount

A. Gross Annual Household Income (absolutely no deductions allowed) <i>If Income is \$0, enter 0 in Box A and Box E. Skip Box B, C, and D.</i>	
B. Subtract \$400 from Gross Annual Income	
C. Subtract \$\$480 from Gross Annual Income for PNA (\$40 per month)	
D. Divide the number in box "C" by 12	
E. Multiply the number in box "D" by 30% (.30)	
Utility Allowance = 0 if utilities included in rent; \$70 if not included =	
F. Subtract Utility Allowance from the amount in box "E" <i>Amount must be either \$0 (if income is \$0) or a minimum of \$25</i>	
G. Enter the total monthly rent (from the lease).	
H. Subtract the amount in box "F" from the amount in box "G". <i>Amount in box "H" is the Rent Subsidy To be Paid</i>	

I have visually inspected and verified current income documentation to complete line "A". I certify that all of the information contained on this application is accurate.

 Representative Signature

Step 3: continued

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Non-SRO rental reimbursement determination

- **Non-single room occupancy (Non-SRO) settings may have varying total monthly rent amounts.**
- **All individuals residing in Non-SRO settings will be required to contribute 30% of their gross annual income toward their equal portion of the total monthly rent minus an annual deduction of \$480.00 in consideration for PNA as applicable, utility deduction as applicable, along with a standard \$400.00 annual head of household deduction.**
- **Vacancies and bedrooms used as staff offices are not funded.**
- **Moving forward, new or relocated programs will need to be within the PRS based on the number of bedrooms in the unit.**

Step 4: Non-SRO rental reimbursement continued

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Types of Non-SRO's include:

- **Third party landlord (individual):** The total monthly amount due, as documented on the current lease, will be used. In cases where there is more than one bedroom in the unit, the total rent will be divided by the number of bedrooms (Ex. Total monthly rent is \$1200 and there are three bedrooms. Rent bedroom is \$400 per bedroom). Each individual residing in the site will be assigned the corresponding rent amounts.
- **Third party landlord (agency):** The total monthly amount due, as documented on the current lease, will be used. In cases where there is more than one bedroom in the unit, the total rent will be divided by the number of bedrooms. Each individual residing in the site will be assigned the corresponding rent amounts.
- **Third party landlord (family member):** The monthly amount of rent reimbursed for these sites will be the Published Rent Standard (PRS) based on the county and number of eligible bedrooms that exist in at the location. In cases where there is more than one bedroom in the unit, the total rent will be divided by the number of bedrooms (Ex. Unit has three bedrooms. PRS is \$1200 per month for a three bedroom unit in the county where it is located. Rent bedroom is \$400 per bedroom). Each individual residing in the site will be assigned the corresponding rent amount, per above instructions.

**Division of Developmental Disabilities Housing Subsidy Program
 Tenant and Subsidy Contribution Worksheet for **NON SRO Settings****

STEP 1- Tenant Income Source(s)

1. Each tenant, including those sharing a bedroom, is responsible to contribute 30% of his/her income using the formula below in step 3. This amount must be sent directly to the landlord each month.

2. Check the appropriate income source(s) and attach the corresponding income verification to this page for each tenant in the group home or supervised apartment.

- A. Supplemental Security Income (SSI). Please include a current award letter.
- B. Social Security Disability (SSD). Please include a current award letter.
- C. Employment (Please include the last 4 consecutive pay stubs)
- D. Statements from any assets retained if the amount exceeds \$5,000
- E. Other. Please list and include written verification from source.

STEP 3 - Determining Tenant Contribution and Subsidy Amount

<p>A. Gross Annual Household Income (absolutely no deductions allowed)</p> <p><i>If Income is \$0, enter 0 in Box A and Box E. Skip Box B, C, and D.</i></p> <p>B. Subtract \$400 from Gross Annual Income</p> <p>C. Subtract \$5480 from Gross Annual Income for PNA (\$40 per month) Social Security Recipients only</p> <p>D. Divide the number in box "C" by 12</p> <p>E. Multiply the number in box "D" by 30% (.30)</p> <p>Utility Allowance = 0 if utilities included in rent; \$70 if not included =</p> <p>F. Subtract Utility Allowance from the amount in box "E"</p> <p><i>Amount must be either \$0 (if income is \$0) or a minimum of \$25</i></p> <p>G. Enter the total monthly rent (from the lease).</p> <p>H. Subtract the amount in box "F" from the amount in box "G".</p> <p><i>Amount in box "H" is the Rent Subsidy <u>To be Paid</u></i></p>	<p>A.</p> <p>B.</p> <p>C.</p> <p>D.</p> <p>E.</p> <p>F.</p> <p>G.</p>	<input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/> <input style="width: 100%; height: 30px;" type="text"/>
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I have visually inspected and verified current income documentation to complete line "A". I certify that all of the information contained on this application is accurate.

Step 4: Tenant, provider, and landlord information

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Service providers will need to complete an excel spreadsheet provided by the Division's Housing Subsidy Unit. The excel spreadsheet collects the aforementioned information related to the individual, site, landlord, tenant/subsidy portions of the rent, service provider information plus guardianship and representative payee contacts.

The completed excel spreadsheet should be uploaded to

<https://secureupload.dhs.state.nj.us/UpDoc>

Contact First Name

Contact Last Name

Contact Number – Enter contacts phone number

Email address – Email address of the service provider representative completing this submission.

DDD SU Unit – From this drop down box select Housing Conversion. This will ensure the document is routed to the correct unit at the Division.

Notes – Optional

Upload File – Click Browse and select the document

Please enter the text as in the image: There will be a listing of letters. Type them as you see them into box to the right of the letters.

Submit – Once all the above steps are completed, click Submit.

Step 5: Document Submission

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Leases/Residency Agreements, HAP, SHC Addendum to HAP, W9, DDD Tenant Subsidy Agreement

Due to file size limitations, these documents cannot be uploaded to the Division like the Spreadsheet.

They will need to be mailed, couriered or dropped off. Documents should be mailed to:

275 Greenbrook Road

RAD Office,

Green Brook, NJ 08812

Attention: Housing Subsidy Unit.

Processing

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Upon receipt of all required documents, the Division will verify the rental amounts requested. Any discrepancies will be addressed with the service provider. Once this is completed the Division's Housing Subsidy Unit will forward information to the SHC to facilitate payment.

Once the SHC has processed a subsidy for payment, a letter is sent to the individual, service provider and landlord. The letter will contain: the amount of the individual contribution, the amount of the SHC subsidy contribution, and the SHC subsidy contribution effective date. The date the individual tenant contribution and the SHC subsidy payments begin, the individual and/or the representative payee will no longer need to make Contribution to Care payments.

It can take between three to four months from the time of initial submission to the SHC for the first payment to be made. At such time as SHC verifies that payments have physically started, appropriate budget requests will be made by the Division's Housing Subsidy Unit to remove funding out of the service provider's contract for housing costs.

Annual Recertification

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After an individual is set up and receiving their SHC subsidy, an annual renewal will be required. SHC staff will reach out to the individual, landlord and service provider 120 days before the scheduled lease/residency agreement anniversary.

The service provider will need to work with the individual to obtain hard copies of income paperwork for the individual. This can include:

- Supplemental Security Income (SSI award letter)
- If applicable, Social Security Disability (SSD) award letter
- If employed, last four consecutive pay stubs
- Statements from any assets retained if the amount exceed \$5,000
- Any other benefit/income/award documentation

Annual Recertification Continued

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Tenant Documents Completed Annually:

- DDD Tenant Subsidy Agreement Form
- Copy of the lease or residency agreement with rental cost included for the individual
- Copy of current income

Landlord Documents Completed Annually:

- HAP
- SHC Addendum to HAP
- W9 (only if there is a change)

Annual Inspections:

- Rental units that are not licensed through DHS will be inspected by the SHC and must meet and maintain 13 HUD Quality Standards. The SHC will schedule the annual inspection during tenant recertification.
- All properties currently licensed through DHS will continue to be inspected by DHS Office of Licensing and must meet and maintain standards identified in N.J.A.C 10:44A.

Questions

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Division of Developmental Disabilities Contacts:

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